Exhibit A



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO

Lt. Governor

DEPARTMENT OF BANKING AND INSURANCE LEGISLATION AND REGULATION PO Box 325 TRENTON, NJ 08625-0325

> TEL (609) 984-3602 FAX (609) 292-0896

Kenneth E. Kobylowski Commissioner

MARY C. BEAUMONT

Director

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

October 9, 2014

Attention: Corporate Secretary Canopius US Insurance Company Suite 1775 1450 American Lane Schaumburg, IL 60173

Re:

Antonio Giaccone & Rita Giaccone v. Canopius US Insurance Company

Superior Court of NJ, Atlantic County Law Division

Docket No. L-5786-14

Dear Sir/Madam:

You are hereby notified that on this date the Commissioner of the New Jersey Department of Banking and Insurance has accepted original service of process on your behalf in the above-captioned matter. A copy of the Summons and Complaint is enclosed herein.

By copy of this letter I am advising the Attorney for the Plaintiff(s) in this matter and certifying with the Clerk of the Court that this Summons and Complaint have been transmitted to you, and confirming that the Commissioner of Banking and Insurance is not authorized to receive service of any further documents in this action.

Very truly yours,

Debra A. Mullen

Administrative Assistant

Enclosures 12961-04/INOSP

c.

Jonathan Wheeler, Esq. One Penn Center – Suite 1270 1617 JFK Boulevard Philadelphia, PA 19103

Clerk of the Superior Court, Atlantic County

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler, Esquire (Bar # 0074587796)

One Penn Center - Suite 1270

1617 JFK Boulevard Philadelphia, PA 19103 Phone: 856-874-1447

E-mail: jwheeler@jwheelerlaw.com

Attorney for Plaintiff(s)

ANTONIO GIACCONE and RITA GIACCONE 607 N. Lafayette Avenue Ventnor, NJ 08406

VS.

CANOPIUS US INSURANCE COMPANY Dewey & LeBoeuf LLP 1301 Avenue of the Americas New York, NY 10019 SUPERIOR COURT OF NEW JERSEY LAW DIVISION

ATLANTIC COUNTY

DOCKET NO.: L-5786-14

SUMMONS

From The State of New Jersey, To The Defendant(s) Named Above:

The plaintiffs, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer of motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971 Trenton, NJ 08625. A \$135.00 filing fee payable to the clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer of motion if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Jennifer M. Perez, Acting Clerk

of the Superior Court October 6, 2014

DATED:

Name and Address of Defendant for Service:

Canopius US Insurance Company Dewey & LeBoeuf LLP 1301 Avenue of the Americas New York, New York 10019

Appendix XII-B1



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division
Civil Part pleadings (not motions) under Rule 4:5-1
Pleading will be rejected for filing, under Rule 1:5-6(c),
if information above the black bar is not completed
or attorney's signature is not affixed

FOR USE BY CLERK'S OFFICE ONLY				
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Effective 01/03/2011, N 0517-English



CIVIL CASE INFORMATION STATEMENT

(CIS)
- (not motions) under Rule 4:5-1

The Court of	Use for initial pleading	gs (not motions) under Nate 4.5-1
CASE TYPES	(Choose one and enter number of case type	e in appropriate space on the reverse side.)
Track I 151 175 302 399 502 506 506 510 511 512 801	- 150 days' discovery NAME CHANGE FORFEITURE TENANCY REAL PROPERTY (other than Tenancy, Contract, Co BOOK ACCOUNT (debt collection matters only) OTHER INSURANCE CLAIM (including declaratory ju PIP COVERAGE UM or UIM CLAIM (coverage issues only) ACTION ON NEGOTIABLE INSTRUMENT LEMON LAW SUMMARY ACTION OPEN PUBLIC RECORDS ACT (summary action) OTHER (briefly describe nature of action)	ondemnation, Complex Commercial or Construction)
305 509 599 603N 603S 603S 610 610	- 300 days' discovery CONSTRUCTION EMPLOYMENT (other than CEPA or LAD) CONTRACT/COMMERCIAL TRANSACTION NAUTO NEGLIGENCE – PERSONAL INJURY (non-very AUTO NEGLIGENCE – PERSONAL INJURY (verbal PERSONAL INJURY AUTO NEGLIGENCE – PROPERTY DAMAGE UM or UIM CLAIM (includes bodily injury) TORT – OTHER	erbal Ihreshold) threshold)
005 301 602 604 606 607 608 609 616	- 450 days' discovery CIVIL RIGHTS CONDEMNATION ASSAULT AND BATTERY MEDICAL MALPRACTICE PRODUCT LIABILITY PROFESSIONAL MALPRACTICE TOXIC, TORT DEFAMATION WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE INVERSE CONDEMNATION LAW AGAINST DISCRIMINATION (LAD) CASES	PROTECTION ACT (CEPA) CASES
156 303 508 513 514 620	- Active Case Management by Individual Jude ENVIRONMENTAL/ENVIRONMENTAL COVERAGE MT. LAUREL COMPLEX COMMERCIAL COMPLEX CONSTRUCTION INSURANCE FRAUD FALSE CLAIMS ACT ACTIONS IN LIEU OF PREROGATIVE WRITS	dge / 450 days' discovery LITIGATION
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LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler, Esquire (Bar # 0074587796)

One Penn Center - Suite 1270

1617 JFK Boulevard

Philadelphia, PA 19103

Phone: 856-874-1447

E-mail: jwheeler@jwheelerlaw.com

ANTONIO GIACCONE and RITA GIACCONE 607 N. Lafayette, Avenue Ventnor, NJ 08406

Vs.

CANOPIUS US INSURANCE COMPANY Dewey & LeBoeuf LLP 1301 Avenue of the Americas New York, N.Y. 10019 Attorney for Plaintiffs

SUPERIOR COURT OF NEW JERSEY LAW DIVISION

ATLANTIC COUNTY

DOCKET NO.: ATL-1-5786-14

CIVIL ACTION COMPLAINT, DESIGNATION OF TRIAL COUNSEL AND JURY DEMAND

Plaintiffs, Antonio Giaccone and Rita Giaccone residing at 607 N. Lafayette Avenue, New Jersey 08406 by way of Complaint against the Defendant, Canopius US Insurance Company say:

FIRST COUNT

- 1. At all times referred to herein, Defendant, Canopius US Insurance Company is a corporate entity authorized to conduct business in the State of New Jersey and issues policies of insurance with a "Service of Suit Clause" permitting service on Dewey & LeBoeuf LLP, 1301 Avenue of the Americas, New York City, N.Y. 10019.
- 2. Defendant, in its regular course of business issued to Plaintiffs a policy of insurance covering Plaintiffs' premises located at 118-124 S. Main Street, Pleasantville, New Jersey 08232. A true and correct copy of the declarations page of said policy of insurance is

attached hereto as Exhibit "A".

- 3. On or about January 31, 2013, while said policy of insurance was in full force and effect, Plaintiffs suffered direct physical loss to the insured premises.
- 4. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiffs have done and otherwise performed all things required of Plaintiffs under the policy of insurance issued by Defendant.
- 5. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiffs those benefits due and owing under said policy of insurance.
- 6. Defendant has breached its contractual obligations to pay benefits to Plaintiffs for a loss covered under Defendant's policy of insurance.
- 7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiffs as required under the aforesaid policy of insurance, Plaintiffs have suffered loss and damage to their property, forcing them to incur the expense to repair and replace the damaged property.

WHEREFORE, Plaintiffs demand judgment against Defendant for compensatory damages, attorney's fees, costs of suit, and such other relief as the Court may deem equitable and just.

SECOND COUNT

- 1. Plaintiffs repeat and re-allege each and every allegation of the First Count as if stated herein at length.
- 2. The above named breach of contract is a result of Defendant's reckless disregard for the rights of Plaintiffs and breach of its duty of good faith and fair dealing to the Plaintiffs in processing their homeowner claim.
 - 3. As a result of Defendant's bad faith misconduct, Plaintiffs have incurred losses

and expenses, including but not limited to any and all expenses incurred by the Plaintiffs as a result of filing this litigation, including attorney's fees.

WHEREFORE, Plaintiffs demand judgment against Defendant for punitive damages plus all damages stemming from Defendant's negligence; for cost and interest of suit; for attorney's fees; and for such other relief as the Court may deem equitable and just.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Jonathan Wheeler, Esquire, is hereby designated as trial counsel in the above captioned litigation on behalf of the firm of Law Offices of Jonathan Wheeler, P.C.

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a trial by jury on all the issues so triable herein.

CERTIFICATION PURSUANT TO RULE 4:51

The matter in controversy is not the subject of any other action pending in any other Court. There are no pending arbitration proceedings. No other action or arbitration proceedings are contemplated. No non-party is known who would be subject to joinder because of potential liability.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

LAW OFFICES OF JONATHAN WHEELER, P.C.

THAN WHEELER, ESQUIRE by for Plaintiff(s)

COMMERCIAL LINES COMMON POLICY DECLARATIONS - OUS100 (12/08)

X OMEGA US INSURANCE INC - Schaumburg, IL

State Control Number SLA# 00574-12-10864

Agreement No. JIMO61

Renewal of Number <u>005015005503</u>
Policy Number OUS016008388

1. NAMED INSURED: Antonio & Rita Giaccone

DBA:

MAILING ADDRESS: 118-124 South Main Street

Pleasantville

NJ 08030

This policy is withen by a surplus lines insurer and is not subject to This policy is written by a surplus lines insurer and is not subject to the filling or approval requirements of the New Jersey Department of Banking and Insurance Such a policy may contain conditions, limitalions, exclusions and 'different' terms then a policy issued by an Insurer granted a Certificate of Authority by the New Jersey Department of Bank and Insurance. 'The insurer has been approved by the Department as an eligible surplus these insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical matpractice flability insurance as defined in NJ.S.A. 17:300-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund. covered by the New Jersey Surplus Lines Guaranty Fund.

2. POLICY PERIOD From05/02/2012 To _06/03, 2012 _at 12:01 A.M.
3, FORM OF BUSINESS INDIVIDUAL OTHER DESC.
4. BUSINESS DESCRIPTION Building contr
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part 5 3,300.00 Commercial Property Coverage Part S IN T CVERED 5 Commercial Crime Coverage Part HOT DOVERED Commercial Inland Marine Coverage Part \$ nor coverso. Professional Liability Coverage Part Motor Truck Cargo Coverage Part Auto Physical Damage Coverage Part Equipment Breakdown Coverage TRIA TOTAL PREMIUM PAYABLE AT INCEPTION RUSLT FOLICY FUE

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PREMIUM 9.75 . 60.

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6. FORMS AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE'-AS PER FORM OUS500 (10/07) ATTACHED

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

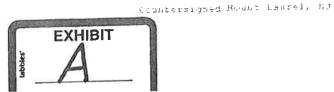
AGENCY CODE: [2802 JIMCOR AGENCY, INC. 1000 Crawford Place, Suite 400 Mt. Laurel, NJ 08054

Producer Name & Address Insurance Agenties, luca P.O. BOX 325 Horsbfield, NJ 08025-1052 (609) 646-1000

Authorized Representative

ORTAPO 05/31/2012

OUS100 (12/08)



686514

^{*}Omits applicable Forms and Endorsements if shown in specific Coverage Part/ Coverage Form Declarations.

SCHEDULE OF FORMS AND ENDORSEMENTS

ADDITIONAL FORMS

OUS500 (10-07)

ATLANTIC COUNTY COURT HOUSE SUPERIOR COURT LAW DIV 1201 BACHARACH BLVD ATLANTIC CITY NJ 08401

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 345-6700 COURT HOURS 8:30 AM - 4:30 PM

DATE: SEPTEMBER 24, 2014

RE: GIACCONE ANTONIO VS CANOPIUS US INSURANCE COMPANY

DOCKET: ATL L -005786 14

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2,

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOSEPH L. MARCZYK

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003 AT: (609) 594-3363.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: JONATHAN WHEELER
JONATHAN WHEELER
ONE PENN CTR
1617 JFK BLVD STE 1270
PHILADELPHIA PA 19103-1820

JUALM4